

*September 27,
2010*

**THE BOARD OF
BENTON COUNTY
COMMISSIONERS
AGENDA PACKET**

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
September 20, 2010, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Leo Bowman
Commissioner Max E. Benitz, Jr.
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Ed Thornbrugh, Human Services Administrator; Pat Powell, Auditor; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; Erhiza Rivera and Nick Kooiker, Treasurer's Office; DPA Ryan Brown; Sheriff Larry Taylor; Steve Keene, Sheriff's Office; Treasurer Duane Davidson; Marianne Ophardt and Gwen Hoheisel; DPA Jonathan Young.

Workshop Agenda

Red Mountain Funding

Commissioner Bowman said it would be appropriate to transfer the \$294,000 to DOT since they had assumed responsibility of the project and they would be doing the engineering, etc. He said the money would be used for the Red Mountain Interchange vision only (and DOT's own letter stated it would be used only for the Interchange). He requested the resolution be put on the consent agenda.

Commissioner Benitz asked if it was a time sensitive issue and Commissioner Bowman said not that he was aware of. Commissioner Benitz said he was not opposed to it but he just hadn't had a chance to review the document.

Transportation Partnership

Commissioner Bowman said they had a large meeting in Seattle, it was well attended, and he wanted to know if Benton County wanted to sign on as a partner. The Board said yes.

WSAC

Commissioner Bowman said the WSAC Board approved the 15% reduction and he provided a copy of the new amounts to be charged.

Additionally, he said he would like to provide to Ryan Brown a set of criteria developed by WSAC on when it should join in amicus and that maybe the County should develop its own criteria on when to join in those lawsuits. The Board agreed.

Water Legislation

Commissioner Bowman said the water legislation that was proposed did get to the Columbia River Group and it was moved forward to WSAC for its support on that issue.

Benton City Contract

Commissioner Bowman said he met with Bea Baker from Benton City and that they were preparing their work plan and would be asking for support in the amount of \$5,000 for 2011. He said with the Board's permission he would work with Adam Fyall on the issue.

David Sparks said they had put \$2,000 in the budget and the Board had not discussed \$5,000.

Commissioners Benitz and Beaver agreed that Commissioner Bowman and Mr. Fyall could work on the issue and bring back a proposal.

Coroner – Autopsy Reimbursements

Mr. Sparks reported that the Coroner had not billed the State for autopsy reimbursements since the first half of last year, to the tune of \$25,000 every six months.

Commissioner Benitz recommended the Chairman send a letter to the Coroner about working with the Auditor and Treasurer to bill this amount to the State. The Board agreed, adding that the letter should include a deadline of five days to respond.

Health Building/Human Services

David Sparks said the proposed lease agreement with Human Services and amended Health District agreement was sent to Franklin County for their review.

Chairman Beaver asked about having a bi-county meeting after the Health District meeting. Ms. Smith Kelty said she would find out whether Franklin County was ready to meet on the issue on Wednesday.

The Board briefly recessed, reconvening at 9:00 a.m.

Approval of Minutes

The Minutes of September 13, 2010 were approved as corrected.

Consent Agenda

MOTION: Commissioner Benitz moved to approve the consent agenda items “a” through “cc”. Commissioner Bowman seconded and upon vote, the Board approved the following:

Commissioners

- a. Canvassing Board Appointment

Human Services

- b. Line Item Transfer, Fund No. 0108-101, Dept. 560
- c. Appointment of Substance Abuse County Coordinator
- d. Shelter Plus Care Renewal Agreement w/US Dept of Housing and Urban Development
- e. Execution of Lease Agreement w/McCausland/Sonju J/V

Juvenile

- f. Truancy Contract for Kennewick School District

Office of Public Defense

- g. District Court Professional Service Agreement w/D Hickman
- h. District Court Professional Service Agreement w/R Hui
- i. District Court Professional Service Agreement w/S Johnson
- j. District Court Professional Service Agreement w/D Kathren
- k. District Court Professional Service Agreement w/A McKinley
- l. District Court Professional Service Agreement w/S Naccarato
- m. District Court Professional Service Agreement w/T Orosco
- n. District Court Professional Service Agreement w/M Poland
- o. District Court Professional Service Agreement w/E Riley
- p. District Court Professional Service Agreement w/L Swinney
- q. District Court Professional Service Agreement w/P Younesi
- r. Superior Court Professional Services Agreement w/K Holt
- s. Superior Court Professional Services Agreement w/R Thompson
- t. Superior Court Professional Services Agreement w/C Sonderman
- u. Superior Court Professional Services Agreement w/M Mooney
- v. Amended District Court Professional Service Agreement w/P Younesi
- w. Amended District Court Professional Service Agreement w/T Orosco
- x. Amended District Court Professional Service Agreement w/D Hickman

Personnel

- y. Hold Harmless and Marketing Agreement w/Liberty Mutual Insurance Group
- z. United Employees Benefit Trust Agreement for Non-Bargaining Employees
- aa. United Employees Benefit Trust Agreement for Crisis Response Union
- bb. United Employees Benefit Trust Agreement for Juvenile Clerical Union

Sheriff

- cc. Line Item Transfer, Fund No. 0000-101, Dept. 120

Red Mountain Resolution

Commissioner Benitz asked to postpone approval of the issue for one week to the next consent agenda and he would support that.

The Board briefly recessed, reconvening at 9:05 a.m.

Final Plat – Summit View Phase 7

Mike Shuttleworth said the applicants had completed all conditions of the original plat and it was ready to finalize.

MOTION: Commissioner Benitz moved to approve the final plat of Summit View Phase 7, SUB 10-02 and authorized the Chairman to sign the final plat. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 9:10 a.m.

Public Hearing – E-911 Tax Ordinance

Ryan Brown said the Legislation passed a bill authorizing counties to extend E-911 excise taxes to the use of interconnected voice over internet protocol service lines, increase the tax, and require the excise taxes to be collected through the Department of Revenue. He said it was also his understanding the State would reduce or cut funding for those counties that did not impose the maximum tax rate. He said that regardless of whether the Board decided to increase the tax rate, it would have to change over the collection to the Department of Revenue. He said if the Board opted to not increase the tax, he recommend the public hearing be continued to address the agreement with the Department of Revenue.

As there was no one present to testify, public testimony was closed.

Commissioner Benitz said they asked for input from the local jurisdictions and the City of Richland, City of Prosser, City of Benton City, City of Kennewick, and City of W. Richland had all weighed in and he felt it was vitally important the Board take affirmative action to increase the tax for the enhanced services.

Commissioner Bowman said he was very concerned and opposed to the type of action by the legislation that imposed punitive action to the counties that did not impose this tax. He said that Benton County would not apparently have any loss, but the lowest income counties stood to lose hundreds of thousands of dollars. He said it was his understanding they might cut funding regardless, since we will have new money. He said the Board needed to take some kind of action opposing this kind of action from the State.

Commissioner Bowman said that on the merits of the communication, seconds matter when responding to an emergency and he was a proponent of improving the communication process. He said that other counties had already passed their tax increase and he did not feel they had a choice but to approve the tax.

MOTION: Commissioner Benitz moved to approve the resolution authorizing the adoption of an ordinance relating to the telephone excise tax, amending Ordinance 188, 236, 254 and adding

new sections to Chapter 8.20 of the Benton County Code. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

Commissioner Benitz said he agreed with writing a letter to all State Representatives and Senators regarding their position on this type of approach. The Board agreed.

The Board briefly recessed, reconvening at 9:30 a.m.

Dept. of Revenue Agreement

Ryan Brown and Jim Barber provided a draft agreement with the Department of Revenue regarding collection of the E-911 excise tax.

Commissioner Benitz wanted to confirm the new funding was a dedicated source of funding and could only be spent on E-911 related issues specifically. Mr. Brown said that whatever it had been is what it would continue to be.

Mr. Barger said the legislation required a report on what the money was being spent on.

The Board agreed to have the Treasurer continue to be the point person to manage the contract for the County.

Mr. Brown said there was also a secrecy agreement that needed to be signed. He said the Treasurer already had one on file, but they would need to see if they had to sign another.

Mr. Brown said he would fill in the blanks and bring back the agreement for the Board's execution.

Sprayer Technology Update – Benton County WSU Extension

Gwen Hoheisel and Marianne Ophardt updated the Board on the new sprayer technology, the new program for comprehensive automation for specialty crops, and the award of a new grant in the amount of \$50,000.

Executive Session – Potential Litigation

The Board went into executive session with DPA Jonathan Young at 9:58 a.m. for approximately 10 minutes to discuss potential litigation. Also present were David Sparks, Cami McKenzie, Melina Wenner, Ryan Brown, Loretta Smith Kelty, Larry Taylor, and Steve Keene. The Board came out of executive session at 10:03 a.m. Mr. Young stated the Board took no action.

Vouchers

Check Date: 09/15/2010
Payroll Draw Deductions
Taxes #: 10110094
Warrant #: 18374
Total all funds: \$34,045.78

Check Date: 09/15/2010
Payroll Draw
Warrant #: 231173-231198
Direct Deposit #: 57509-57709
Total all funds: \$111,246.70

Total amounts approved by fund can be reviewed in the Benton County Auditor's Office.

Resolutions

- 10-528 Shelter Plus Care Renewal Agreement w/US Dept of Housing and Urban Development
- 10-529 Line Item Transfer, Fund No. 0108-101, Dept. 560
- 10-530 Appointment of Substance Abuse County Coordinator
- 10-531 Execution of Lease Agreement w/McCausland/Sonju J/V
- 10-532 Truancy Contract for Kennewick School District
- 10-533 District Court Professional Service Agreement w/D Hickman
- 10-534 District Court Professional Service Agreement w/R Hui
- 10-535 District Court Professional Service Agreement w/S Johnson
- 10-536 District Court Professional Service Agreement w/D Kathren
- 10-537 Adoption of Ordinance Relating to the Telephone Excise Tax
- 10-538 District Court Professional Service Agreement w/A McKinley
- 10-539 District Court Professional Service Agreement w/S Naccarato
- 10-540 District Court Professional Service Agreement w/T Orosco
- 10-541 District Court Professional Service Agreement w/M Poland
- 10-542 District Court Professional Service Agreement w/E Riley
- 10-543 District Court Professional Service Agreement w/L Swinney
- 10-544 District Court Professional Service Agreement w/P Younesi
- 10-545 Superior Court Professional Services Agreement w/K Holt
- 10-546 Superior Court Professional Services Agreement w/R Thompson
- 10-547 Superior Court Professional Services Agreement w/C Sonderman
- 10-548 Superior Court Professional Services Agreement w/M Mooney
- 10-549 Amended District Court Professional Service Agreement w/P Younesi
- 10-550 Amended District Court Professional Service Agreement w/T Orosco
- 10-551 Amended District Court Professional Service Agreement w/D Hickman
- 10-552 Hold Harmless and Marketing Agreement w/Liberty Mutual Insurance Group
- 10-553 United Employees Benefit Trust Agreement for Non-Bargaining Employees
- 10-554 United Employees Benefit Trust Agreement for Crisis Response Union

10-555 United Employees Benefit Trust Agreement for Juvenile Clerical Union
10-556 Line Item Transfer, Fund No. 0000-101, Dept. 120
10-557 Final Plat of Summit View Phase 7 – SUB 10-02

There being no further business before the Board, the meeting adjourned at approximately 10:03 a.m.

Clerk of the Board

Chairman

Q

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE AGREEMENT BETWEEN BENTON COUNTY AND THE STATE OF WASHINGTON DEPARTMENT OF REVENUE FOR THE ADMINISTRATION OF COUNTY ENHANCED 911 EXCISE TAXES

WHEREAS, on September 20, 2010, the Board of Benton County Commissioners passed Ordinance 480 to implement the requirement in Substitute Senate Bill 6846, Chapter 19, Laws of Washington 2010, 1st Special Session, that the Department of Revenue collect the County's local enhanced 911 excise tax effective January 1, 2011, instead of the County Treasurer; and

WHEREAS, the Department of Revenue and Benton County desire to enter into an agreement to address the Department's collection of the enhanced 911 excise tax imposed by Benton County;

NOW THEREFORE BE IT HEREBY RESOLVED that the Chairman of the Board of Commissioners is authorized to sign an agreement in the form attached with the Department of Revenue on behalf of the Board of Benton County Commissioners.

Dated this day of, 2010

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners of Benton County, Washington.

Attest:
Clerk of the Board

Original:
c:

AGREEMENT FOR STATE ADMINISTRATION OF COUNTY ENHANCED 911 EXCISE TAXES

THIS AGREEMENT ("Agreement") is entered into by and between Benton County ("County") and the State of Washington Department of Revenue ("Department") for the administration of county enhanced 911 excise taxes. This Agreement is effective January 1, 2011.

WHEREAS, the Legislature of the State of Washington has, by Laws of 2010, First Special Session, ch. 19, § 3, authorized the County to impose enhanced 911 excise taxes on switched access lines, radio access lines, and interconnected voice over internet protocol service lines; and

WHEREAS, Laws of 2010, First Special Session, ch. 19, § 4 requires counties imposing county enhanced 911 excise taxes to contract with the Department for the administration and collection of the taxes; and

WHEREAS, the County has by ordinance, a copy of which is attached hereto (the "Ordinance"), elected to impose:

1. an enhanced 911 excise tax on switched access lines of seventy cents (\$.70) per month per line;
2. an enhanced 911 excise tax on radio access lines of seventy cents (\$.70) per month per line; and
3. an enhanced 911 excise tax on interconnected voice over internet protocol service lines of seventy cents (\$.70) per month per line;

NOW, THEREFORE, to provide for the administration and collection of the county enhanced 911 excise taxes imposed by the Ordinance, the parties agree as follows:

1. The Department shall exclusively perform all functions incident to the administration and collection of the county enhanced 911 excise taxes imposed by the ordinance referenced above, other than criminal prosecutions. The parties intend any notification that DOR sends to taxpayers in the course of its administration of the taxes to also serve as notice from the counties.
2. The Department shall retain from the county enhanced 911 excise taxes so collected the amount of one percent (1%) thereof to cover administration and collection expenses incurred by the Department. Said percentage amount shall be subject to review during January of each year, PROVIDED, HOWEVER, that no change in the percentage retained shall be effective without an amendment to this Agreement.
3. In accordance with Laws of 2010, First Special Session, ch. 19, § 4, the remainder of the county enhanced 911 excise taxes so collected shall be deposited by the Department in the county enhanced 911 excise tax account in the custody of the State Treasurer. The moneys that accrue

in the county enhanced 911 excise tax account shall be distributed as provided by law.

4. Insofar as they are applicable to the administration, collection, and enforcement of enhanced 911 excise taxes, the Department shall apply the general administrative provisions contained in chapter 82.32 RCW as it exists or may hereafter be amended to the performance of its duties under this Agreement. The Department shall perform its duties under this Agreement so that as far as possible the county enhanced 911 excise taxes are administered and collected uniformly with the state enhanced 911 excise taxes. Rules to be adopted by the Department to facilitate the administration and distribution of the state and county enhanced 911 excise taxes shall be in accordance with chapter 34.05 RCW, the State Administrative Procedure Act.
5. The allocation of county enhanced 911 excise tax collections will be made by the Department to the State Treasurer within thirty (30) days after the due date of the taxable period for which county enhanced 911 excise taxes are imposed. Distribution of taxes to the County shall be made in accordance with Laws of 2010, First Special Session, ch. 19, § 5.
6. The County must notify the Department in writing of a change in the county enhanced 911 excise taxes no less than seventy-five (75) days before the effective date of the change.
7. Chapter 82.32 RCW provides a mechanism for taxpayers to seek refunds or credits for overpaid taxes. All refunds, credits, and interest for enhanced 911 excise taxes imposed by the County shall be charged to the County.
8. Any taxpayer payments of penalties or interest pursuant to Laws of 2010, First Special Session, ch. 19 will be deposited and distributed according to paragraphs 3 and 5 of this Agreement.
9. The Department shall require redistribution upon ten (10) days notice to the affected county when it determines that any county enhanced 911 excise tax has been distributed to a county other than the county entitled to the tax. Such redistribution shall not be made with respect to amounts originally distributed earlier than six (6) monthly periods before the monthly period in which the Department determines that improper distribution occurred. If a dispute arises between or among counties as to which county is entitled to particular funds collected under any county's enhanced 911 excise tax, the Department shall determine which county is entitled to the disputed funds. A dispute between a county and the Department regarding the Department's determination shall be resolved according to paragraph 12 of this Agreement.
10. The Department shall provide taxpayer information, documentation, and reports to the County in accordance with the disclosure limitations of RCW 82.32.330. Upon request by the County, the Department shall provide: the names of all taxpayers collecting the County's enhanced 911 excise taxes; the number of switched access lines, radio access lines, and interconnected voice over internet protocol service lines on which each taxpayer collected the County's enhanced 911 excise taxes by collection period; and the amount of the County's enhanced 911 excise tax, by

type of line, collected and remitted by each taxpayer by collection period. The Department shall not be obligated to provide this information more frequently than monthly. Insofar as practicable, the Department shall provide this information electronically. Authorized representatives of the County requesting and receiving confidential information must sign a Department Secrecy Clause Affidavit, acknowledging that they understand and will comply with RCW 82.32.330. Among other things, RCW 82.32.330 provides that unauthorized disclosure of confidential tax information is a misdemeanor. The County shall have the right from time to time to examine the records of the Department as they concern the County or the taxpayers of the County subject to the county enhanced 911 excise taxes, subject to the limitations of RCW 82.32.330.

11. The parties agree to establish and maintain open lines of communication and to work cooperatively in order to improve administration of the county enhanced 911 excise taxes. Either party may initiate a meeting, to be held at a mutually convenient time and place, to share information and to discuss matters related to administration and collection of county enhanced 911 excise taxes.
12. In the event that a dispute arises under this Agreement, either party may elect mediation in which the Department and County shall each individually appoint one member to a Dispute Board and those members shall select a third member.

In the event a dispute arises between or among counties as described in paragraph 9, a county that disagrees with the Department's resolution of the issue may elect mediation. In that case, each county claiming entitlement to the disputed funds and the Department shall individually appoint one member to a Dispute Board. If the number of members is odd, then no additional members need be appointed. If the number of members is even, then the members of the Dispute Board shall together select one additional member.

The Dispute Board shall evaluate the dispute and make a written determination after considering the relevant facts and legal authorities. The Dispute Board's determination shall be given significant weight by all parties who will meet after the determination is issued to resolve the dispute. If a resolution is not reached, the determination of the Dispute Board shall be admissible in any future legal proceeding between the parties concerning the dispute. Each party shall be responsible for a proportionate share of the costs of the members of the Dispute Board. This remedy is not intended to be exclusive of other remedies existing in law, by statute, or otherwise.

13. This Agreement shall be governed by the laws of the State of Washington.
14. To the extent permitted by law, the County agrees to defend and hold harmless the Department or the State of Washington from claims that challenge the authority of the County to impose the county enhanced 911 excise taxes identified in the aforementioned Ordinance. The County

understands that in the event of a legal challenge to the Ordinance or otherwise, the Department shall not be obligated to represent the County or otherwise to defend the County's position in any proceeding relating to such challenge.

15. The parties to this Agreement will notify each other in a timely manner when they find it necessary to request an amendment to this Agreement. No changes in or additions to this Agreement shall be made except as agreed to by both parties, reduced to writing, and executed with the same formalities as are required for the execution of this Agreement.
16. The following persons shall administer this Agreement on behalf of the parties. Any notice required by this Agreement shall be achieved by providing written notice to the persons listed below:

Tiffany Johnson
Department of Revenue
P.O. Box 47476
Suite 301
Olympia, WA 98504-7476
360-902-7122
TiffanyJ@dor.wa.gov

Benton County Treasurer
Benton County

ADDRESS PO Box 630, Prosser, WA 99350
PHONE (509) 786-2255 ext. 5581
EMAIL duane.davidson@co.benton.wa.us

17. This Agreement represents the entire agreement between the parties and no other statements or representations shall be deemed a part thereof. The recitals to this Agreement are incorporated by reference and are part of the Agreement. This Agreement may be executed in two original counterparts, and each counterpart shall constitute but one and the same instrument. Duplicate copies of the Agreement shall have the same force and effect as the original copies.
18. The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of the contract.
19. This Agreement takes effect at 12:01 AM, January 1, 2011, and shall thereafter be automatically renewed on December 31 of each year unless one of the parties gives written notice of termination on or before November 1 of each such year.

IN WITNESS WHEREOF, the State of Washington Department of Revenue and Benton County have executed this Agreement as of the day and year written below.

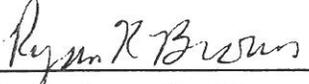
Date

Deputy Director
Department of Revenue

Approved as to form: On file at WA DOR
Assistant Attorney General
State of Washington

Date

Title
Benton County

Approved as to form only:


Deputy Prosecuting Attorney

ORDINANCE NO. 480

AN ORDINANCE relating to the telephone excise tax; amending Ordinance 254, Section 7 and BCC 8.20.015; amending Ordinance 254, Section 2, Ordinance 382, Section 2 and BCC 8.20.020; amending Ordinance 188, Section 3, Ordinance 254, Section 3, Ordinance 382, Section 3 and BCC 8.20.030; amending Ordinance 188, Section 4, Ordinance 236, Section 4, Ordinance 254, Section 4 and BCC 8.20.040; adding two new sections; repealing Ordinance 188, Section 1, Ordinance 236, Section 1, Ordinance 254, Section 1, Ordinance 382, Section 1 and BCC 8.20.010; repealing Ordinance 188, Section 5, Ordinance 236, Section 5, Ordinance 254, Section 5, Ordinance 382, Section 4 and BCC 8.20.050; and repealing Ordinance 254, Section 6 and BCC 8.20.060.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. REPEAL. Ordinance 188, Section 1, Ordinance 236, Section 1, Ordinance 254, Section 1, Ordinance 382, Section 1 and BCC 8.20.010 are hereby repealed.

SECTION 2. REPEAL. Ordinance 188, Section 5, Ordinance 236, Section 5, Ordinance 254, Section 5, Ordinance 382, Section 4 and BCC 8.20.050 are hereby repealed.

SECTION 3. REPEAL. Ordinance 254, Section 6 and BCC 8.20.060 are hereby repealed.

NEW SECTION. SECTION 4. There is hereby added a new section to Chapter 8.20 BCC which shall read as follows:

DEFINITIONS. The definitions contained in Section 2, Chapter 19, Laws of Washington, 2010, 1st Special Session, of the terms "emergency services communication system," "enhanced 911 emergency communications system," "interconnected voice over internet protocol service," "interconnected voice over internet protocol service line," "switched access line," "local exchange company," "radio access line," "radio communications service company," "private telecommunications system," "subscriber," and "place of primary use," are adopted by reference for the purposes of this ordinance.

SECTION 5. Ordinance 254, Section 7 and BCC 8.20.015 are hereby amended to read as follows:

NOTICE. The Director of Administrative Services is directed to provide notice of the tax and tax rate imposed hereunder to each radio communications service company, local exchange company and interconnected voice over internet protocol service providing such lines in Benton County, at least sixty (60) days prior to the effective date of the imposition of the tax or change in the tax and to the Department of Revenue at least seventy-five (75) days before the effective date of the imposition of the tax or change in the tax.

Ordinance No. 480
Continued
Page 2

SECTION 6. Ordinance 254, Section 2, Ordinance 382, Section 2 and BCC 8.20.020 are hereby amended to read as follows:

TAX IMPOSED. There is hereby imposed to be collected monthly an excise tax on the use of each switched access line and ~~((on the use of))~~ each ~~((radio access line))~~ interconnected voice over internet protocol service line ("IVOIPSL") within Benton County and on the use of each radio access line whose place of primary use is located within Benton County, as authorized by Chapter 82.14B RCW.

SECTION 7. Ordinance 188, Section 3, Ordinance 254, Section 3, Ordinance 382, Section 3 and BCC 8.20.030 are hereby amended to read as follows:

RATE OF TAX. The rate of excise tax shall be ~~((50))~~ 70 cents per month for each such switched access line, ((and 25 cents per month for)) each radio access line and each IVOIPSL, as authorized by Section 3, Chapter 19, Laws of Washington, 2010, 1st Special Session ~~((; provided, the rate of tax for each radio access line shall be increased to 50 cents per month effective upon the later of (a) January 1, 2003; or (b) sixty days after the required notice is given under BCC 8.20.015))~~.

SECTION 8. Ordinance 188, Section 4, Ordinance 236, Section 4, Ordinance 254, Section 4 and BCC 8.20.040 are hereby amended to read as follows:

ADMINISTRATION AND COLLECTION. Effective January 1, 2011, Benton County shall contract with the Department of Revenue upon reasonable terms for the administration and collection of ((The)) the tax imposed by this chapter ((shall be collected from the user of the switched access line by the local exchange company providing the switched access line and from the end user of the radio access line by the radio communications service company providing the radio access line to the end user. The local exchange company or the radio communications service company, as the case may be, shall state the amount of the tax for the line separately on the billing statement which is sent to the user.)) as required by Section 4, Chapter 19, Laws of Washington, 2010, 1st Special Session.

SECTION 9. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

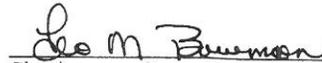
NOTE: This ordinance is continued on the following page.

Ordinance No. 480
Continued
Page 3

NEW SECTION. SECTION 10. (1) Except as otherwise provided in this section, this ordinance takes effect January 1, 2011. (2) Sections 5 and 8 of this ordinance take effect October 1, 2010.

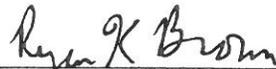
ADOPTED AND PASSED this 20 day of Sept., 2010.


Chairman of the Board.

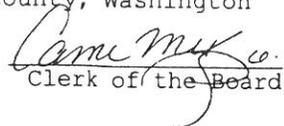

Chairman Pro-Tem.


Member.

Approved as to Form:


Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: 
Clerk of the Board

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



September 27, 2010

Charles Knutson
Greater Seattle Chamber of Commerce
1301 Fifth Ave., Suite 2500
Seattle, WA 98101-2611

Re: Transportation Partnership

Dear Mr. Knutson:

The Board of Benton County Commissioners are excited about the opportunity to be included with the organization "Transportation Partnership" and are pleased to be invited as a member.

This letter serves as our acceptance of that invitation and that we have appointed Commissioner Leo Bowman as our representative from Benton County.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

James Beaver
Chairman

Leo Bowman
Chairman Pro Tem

Max Benitz, Jr.
Member

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF FUNDING OF THE RED MOUNTAIN INTERCHANGE PROJECT

WHEREAS, the "Red Mountain Interchange" is a community-supported project that will result in the creation of a new freeway interchange on Interstate 82 at approximately Milepost 100 to service the Red Mountain and West Richland communities; and,

WHEREAS, the Washington State Department of Transportation (WSDOT) has assumed responsibility for design, engineering, and construction of the Interchange; and,

WHEREAS, there are federal "annual appropriation" funds available for the Interchange project through the Consolidated Appropriations Act of 2008 (HR 2764: Public Law 110-161), and said funds are restricted for use on Red Mountain Area Plan Projects #1 and #4 as referenced in the letter from WSDOT to Benton County Public Works dated March 12, 2008; and,

WHEREAS, Red Mountain Area Plan Project #4 is complete; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Commissioners recommends that these federal funds be turned-over to the WSDOT and obligated for use on the appropriate Red Mountain Interchange work (Project #1 of the Red Mountain Area Plan).

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: BOCC file
cc: Auditor, Prosecutor (Ozuna), Public Works,
WSDOT-Yakima, City of West Richland, City of Benton City,
Benton REA, Port of Kennewick, TRIDEC

Prepared by: A.J. Fyall

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN THE DEPARTMENT OF HUMAN SERVICES, FUND NUMBER 0108-101, DEPARTMENT NUMBERS 560, 504 & 506.

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Human Services; Auditor; File

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AGENDA ITEM: <u>Consent</u>	<u>TYPE OF ACTION NEEDED</u> Executive Contract	Consent Agenda <u>xx</u>
MEETING DATE: B/C 09-27-10	Pass Resolution <u>XX</u>	Public Hearing
SUBJECT: Line Item Transfer	Pass Ordinance	1st Discussion
Prepared By: Jennifer Bowe	Pass Motion	2nd Discussion
Reviewed By: Sharon Paradis	Other	Other

BACKGROUND INFORMATION

This line item transfer is associated with multiple grants previously approved by the Board. We are requesting to move budgeted appropriations within Department 174 (Grants) line item 4103 "Professional Services" to line item 9101 'Data Processing Admin' and 3501 'Small Item - Equipment'. This line item transfer does not change the scope of the grant, however, it allows us to better maximize use of grant funds through the end of the grant fiscal year.

SUMMARY

This line item transfer shifts dollars from line item 4103 'Professional Services' to line items 9101 'Data Processing Administration' and 3501 'Small Item - Equipment'.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton County sign the Resolution authorizing transfer of funds within Juvenile Fund 0115 - 101 Department 174, Grant Reimbursement.

FISCAL IMPACT

There is not fiscal impact to current expense. The budget amount is included in the approved Grants Department 174.

MOTION

I move that the Boards of Commissioners of Benton County sign the Resolution for Line Item Transfer.

RESOLUTION _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE FUND NUMBER 0115-101, DEPARTMENT 174, GRANT REIMBURSEMENT, and

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

DATED this _____ day of September, 2010

Chairman of Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

EXHIBIT "A"

Dept Name: Juvenile Dept Nbr: 174
 Fund Name: Grants Fund Nbr: 0115-101

TRANSFER FROM: _____ TRANSFER TO: _____

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527-400	4103	Professional Services	\$2,751.23	527-400	9101	Data Processing Admin.	\$2,751.23
527-400	4103	Professional Services	\$600.00	527-400	3501	Small Item - Equipment	\$600.00
TOTAL			\$3,351.23	TOTAL			\$3,351.23

In an effort to remain in compliance with the requirements of our grant, it is necessary to reallocate funds to maximize on those various grants. This line item transfer does not change the scope of any grants, however it simply allows us to better utilize grant funding through the end of the grant fiscal year to support data processing costs and small equipment needs for those specific grants.

Prepared by Jennifer Bowe Date 9/22/10
 Jennifer Bowe, Administrative Services Manager
 Authorized by Sharon Paradis Date 9/22/10
 Sharon Paradis, Administrator

BENTON COUNTY
 Approved Denied

 Chairman

 Member

 Member

f

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 09-27-10 F/C 10-06-10	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Purchase Reimbursement Agreement ITPPA IAA05851 & PRA11001	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Donna A. Lee	Pass Ordinance	2ND DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

BACKGROUND

The State of Washington, Administrative Office of the Courts (AOC) will reimburse to the Benton-Franklin Counties Juvenile Justice Center for the purchase of computers and monitors for the Juvenile Courtrooms.

SUMMARY

The purpose of the AOC Information Technology Primary Purchase Agreement (ITPPA) Number IAA05851 - Purchase Reimbursement Agreement PRA1101 is to reimburse the Benton-Franklin Counties Juvenile Justice Center for the purchase of six (6) desktop computers and six (6) monitors, for the Juvenile Courtrooms.

RECOMMENDATION:

I recommend that the Boards of County Commissioners approve the Resolution Authorizing their Chair to sign the Purchase Reimbursement Agreement Number IAA05851 for the period commencing upon date executed by both parties and completed on October 31, 2010.

FISCAL IMPACT:

This is a Purchase Reimbursement Agreement whereby we are reimbursed for the purchases.

MOTION:

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Information Technology Primary Purchase Agreement Number IAA05851 - Purchase Reimbursement Agreement PRA11001 between the State of Washington, Administrative Office of the Courts and the Benton-Franklin Counties Juvenile Justice Center.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE INFORMATION TECHNOLOGY PRIMARY PURCHASE AGREEMENT IAA05851 PURCHASE REIMBURSEMENT AGREEMENT PRA11001 BETWEEN THE JUVENILE JUSTICE CENTER AND THE WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Purchase Reimbursement Agreement between the Washington State Administrative Office of the Courts and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing upon date of execution by both parties through October 31, 2010, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Interagency Agreement.

DATED this 27th day of September 2010

DATED this 6th day of October 2010

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

PURCHASE REIMBURSEMENT AGREEMENT
between
THE WASHINGTON STATE
ADMINISTRATIVE OFFICE OF THE COURTS
and
BENTON-FRANKLIN COUNTIES JUVENILE COURT

AOC Information Technology Primary Purchase Agreement (ITPPA) Number: IAA05851
Purchase Reimbursement Agreement (PRA) Number: PRA11001

1. Purpose

This PRA Number PRA11001 is executed by the Washington State Administrative Office of the Courts (AOC) and the Benton-Franklin Counties Juvenile Court (CUSTOMER) pursuant to the terms and conditions of ITPPA Number IAA05851. The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ITPPA. This PRA sets forth the obligations of the parties with respect to AOC's reimbursement to the CUSTOMER of funds which have been expended by the CUSTOMER for purchase of 6 Desktop computers and 6 Monitors

2. Term and Termination

The term of the PRA is effective upon the date of execution by both parties through Sunday, October 31, 2010. Termination of the PRA requires written notification to the other party. Extensions to the PRA can only be executed by the AOC, with written notification to the other party.

3. Responsibilities

3.1. The AOC will:

- 3.1.1. Provide specifications for the equipment covered by this agreement. (See Exhibit A).
- 3.1.2. Provide funds to reimburse the CUSTOMER for costs associated with the purchase of 6 Desktop computers and 6 Monitors pursuant to Subsection 3.2 below. The funding provided by AOC shall be at a maximum the amount required for the purchase of the equipment meeting the provided specifications or the actual cost, whichever is lower. Should the CUSTOMER acquire equipment that exceeds the provided specifications, the CUSTOMER shall be responsible for that portion of the acquisition costs which exceeds the reimbursable amount as referenced above.

3.2. The CUSTOMER will:

- 3.2.1. Purchase equipment that meets the specifications referenced above. Install and maintain the equipment purchased under this PRA, including providing network connectivity to the new equipment as needed. It is possible that a new network line may need to be installed by the CUSTOMER to provide connectivity to the equipment covered by this PRA.
- 3.2.2. Be responsible for all costs not reimbursed by the AOC pursuant to Subsection 4 below.
- 3.2.3. Submit invoices to the AOC pursuant to Subsection 5 below.
- 3.2.4. Submit, with the invoice, a completed copy of the exhibit supplying the specifications of the purchased equipment in the last column.

4. Reimbursement Amount

The AOC will reimburse the CUSTOMER up to \$700 for each Desktop computer and \$200 for each monitor, or the actual cost, whichever is lower. The actual cost shall include any tax and shipping costs incurred by the CUSTOMER.

5. Billing/Invoicing

Billing/invoicing will be in accordance with procedures outlined in the above-referenced ITPPA (IAA05851) and additional terms and conditions listed below.

6. Treatment of Assets and Property

CUSTOMER shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, owned, or disposed of pursuant to this PRA.

AGENDA ITEM: <u>Consent</u>	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: <u>B/C 09-27-10 F/C 10-06-10</u>	Executive Contract <u>XX</u>	PUBLIC HEARING <u>—</u>
SUBJECT: <u>Purchase of Public Safety Communication Equipment</u>	Pass Resolution <u>XX</u>	1ST DISCUSSION <u>—</u>
Prepared By: <u>Donna A Lee</u>	Pass Ordinance <u>—</u>	2ND DISCUSSION <u>—</u>
Reviewed By: <u>Sharon Paradis</u>	Pass Motion <u>—</u>	OTHER <u>—</u>
	Other <u>—</u>	

BACKGROUND INFORMATION

Procurement of communication equipment was approved in the Benton-Franklin Counties Juvenile Justice Center 2010 Budget. Washington State Contract No. 02702 allows Motorola to sell public safety communication equipment to all government agencies.

SUMMARY

The Benton-Franklin Counties Juvenile Justice Center would like to purchase public safety communication equipment (Motorola Radios) off the Washington State Contract No. 02702.

RECOMMENDATION

I recommend that the Boards of Commissioners of Benton and Franklin Counties approve the purchases of public safety communication equipment off the Washington State Contract No. 02702.

FISCAL IMPACT

There is no fiscal impact to Fund No. 0000-101 - Current Expense or Fund No. 0115-101 - Juvenile Operations Department 171. All revenues and expenditures are from Fund 0115-101 - Juvenile Center, Department 173 - Fee for Service Contracts as approved in the 2010 budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Resolution to approve the purchases of public safety communication equipment off the Washington State Contract No. 02702.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON:

IN THE MATTER OF AUTHORIZING PURCHASES OF PUBLIC SAFETY
COMMUNICATION EQUIPMENT OFF THE WASHINGTON STATE CONTRACT NO.
02702 FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, procurement of communication equipment was approved in the Benton Franklin
Counties Juvenile Justice Center 2010 Budget; and

WHEREAS, Washington State Contract No. 02702 allows Motorola to sell public safety
communication equipment to all government agencies; and

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center would like to purchase public
safety communication equipment (i.e. Motorola Radios) off the Washington State Contract No.
02702 through October 29, 2011;

BE IT RESOLVED the Board of Benton and Franklin County Commissioners hereby approves
purchases of public safety communication equipment off the Washington State Contract No.
02702 from Motorola through October 29, 2011; and

BE IT FURTHER RESOLVED the Board of Benton and Franklin County Commissioners hereby
authorizes the Administrator for the Benton-Franklin Counties Juvenile Justice Center to sign
the Purchase Agreements for public safety communication equipment off the Washington State
Contract No. 02702 attached hereto.

DATED this 27th day of September 2010.

DATED this 6th day of October 2010.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

Western States Contracting Alliance
Current Contract Information



Revision Date: April 30, 2010

Effective Date: See below

Contract number: 02702 **Commodity code:** 5820
Contract title: WSCA Public Safety Communication Equipment and Services
Purpose: Add new Motorola Products to the contract, update Icom America's authorized dealer list and product warranty, identify Aeroflex Wichita's new Area Sales Engineer, and clarify Pacific Electronic's participation in the contract on behalf of Harris RFCD for Washington and Oregon customers.
See below for additional information on recent and previous contract updates.
Original award date: October 30, 2003
Current extension period: October 30, 2009 through: October 29, 2011
Contract term: Not to exceed 10 years
Contract type: This contract was designated as convenience use for Washington State Agencies.
Scope of contract This contract was awarded to multiple contractor(s).

Notice to Washington State Agencies subject to the policies of the Washington State Information Services Board under Chapter 43.105 RCW, your purchase may require prior approval from the Department of Information Services (DIS) and the Information Services Board (ISB).

Primary user agency(ies): Western States Contracting Alliance (WSCA) - States and local agencies.

For use by: General use: All State Agencies, Political Subdivisions of: Alaska, Arizona, Arkansas, California (except Motorola), Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Maine, Mississippi, Missouri, Montana, New Jersey Transit Corp., New Hampshire, Nevada, Oregon, Oklahoma, Rhode Island, South Dakota, Utah and Washington, Wisconsin, Wyoming and Washington State Qualified Non-profit Corporations, Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges).

AGENDA ITEM: Consent MEETING DATE: B/C 09-27-10 F/C 10-06-10 SUBJECT: Radio Services Agreement with Benton County Emergency Services for Simulcast and Trunking Radio Services Prepared By: Donna A Lee Reviewed By: Sharon Paradis	TYPE OF ACTION NEEDED Executive Contract <u>XX</u> Pass Resolution <u>XX</u> Pass Ordinance _____ Pass Motion _____ Other _____	CONSENT AGENDA <u>XX</u> PUBLIC HEARING _____ 1ST DISCUSSION _____ 2ND DISCUSSION _____ OTHER _____
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BACKGROUND INFORMATION

Benton County Emergency Services (BCES) is willing to provide access to its 800 MHZ radio system. BCES will: maintain and repair its 800 MHZ radio system consistent with standards set for this type of system; provide the initial programming and subsequent programming information required to maintain identification affiliation; provide one "Train the Trainer" class; and provide the Benton-Franklin Counties Juvenile Justice Center (BFJJC) a quarterly report and a detailed revenue, expense and balance sheet report.

SUMMARY

BCES will provide access for BFJJC to the BCES 800 MHZ radio system for the use of portable, mobile and control station radio units.

RECOMMENDATION

I recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Radio Services Agreement between BFJJC and BCES.

FISCAL IMPACT

There is no fiscal impact to fund No. 0000-101 - Current Expense or Fund No. 0115-101 - Juvenile Operations Department 171. All revenues and expenditures are from Fund 0115-101 - Juvenile Center, Department 173 - Fee for Service Contracts as approved in the 2010 budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Radio Services Agreement between Benton-Franklin Counties Juvenile Justice Center and Benton County Emergency Services.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE RADIO SERVICES AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND BENTON COUNTY EMERGENCY SERVICES, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed Radio Services Agreement between the Juvenile Court and Benton County Emergency Services be approved as presented, **NOW, THEREFORE**,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Radio Services Agreement.

DATED this 27th day of September 2010.

DATED this 6th day of October 2010.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

**CONTRACT
FOR
800 MHZ, SIMULCAST AND TRUNKING RADIO SERVICE**

This is an Agreement entered into by Benton County Emergency Management, a division of Benton County Emergency Services, hereinafter referred to as BCES, a Joint Interlocal Government Agency formed under the laws of the State of Washington through an Interlocal Agreement as provided for in RCW 38.52 and RCW 39.34. This agreement is entered into between the BCES Executive Board and Benton and Franklin Counties on behalf of Benton-Franklin Counties Juvenile Justice Center, hereinafter referred to as User, under the authority found in RCW 38.52.070 (2) and RCW 39.34.030 (1).

1. STATEMENT OF PURPOSE

BCES is willing to provide access to its 800 MHZ radio system on the conditions set forth in this Contract.

2. SCOPE OF SERVICES

(A) Access: BCES shall provide the User access to the BCES 800 MHZ radio system for the use of the User's portable, mobile and control station radio units. All radios and control stations that will be used on the system will be pre-approved and programmed by designated agents of BCES prior to being granted system access by the 800 MHZ System Manager, hereafter referred to as the System Manager. All radios that will operate on the system will be subject to the terms and conditions of this Agreement.

(B) As of July 1, 2005 only Project 25 (P25) compliant radios will be purchased and added to the 800MHz system. (See Attachment B for P25 definition)

The System Manager will approve the programming of all radios on the trunked system. Upon initial and future radio template programming and reprogramming of mobile radios, the User must provide the necessary hardware to program and test the template. This includes single/dual control head(s), portables, and desktop ancillary equipment.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, #BCDC0810MSP001 WITH ATTORNEY MARY POLAND (“ATTORNEY”) TO PROVIDE DEFENSE SERVICES TO INDIGENT DEFENDANTS IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Benton County (“County”) is obligated by law to provide defense services to defendants in Benton County District Court who are indigent and unable to afford the costs of retaining legal counsel;

WHEREAS, current indigent defense agreements do not provide for counsel to represent defendants at out-of-custody arraignment dockets;

WHEREAS, County desires to have contract counsel begin to represent defendants at out-of-custody arraignment dockets;

WHEREAS, attorney is interested in, and qualified to, provide such services;

WHEREAS, it is necessary to amend the current agreement with Attorney to include such additional services within the “scope of services” and to establish the compensation schedule for such additional services;

NOW THEREFORE, BE IT RESOLVED THAT the amendment, designated BCDC0810MSP001A4, be executed as presented.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member
Constituting the Board of County Commissioners,
Benton County, Washington

Attest:
Clerk of the Board

**Amendment to Professional Services Agreement
#BCDC0810MSP001
Between
Benton County and Mary S Poland
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS County has a need for qualified attorneys to provide provisional counsel to defendants during out-of-custody arraignment dockets;

WHEREAS Attorney Mary S Poland (“Attorney”) is willing and capable of assisting in providing coverage for such dockets;

WHEREAS County plans to pay for appearance at such dockets on a per appearance basis;

THEREFORE the underlying agreement shall be amended as follows:

1. The following language shall be added at the end of the existing bullet points in section 8(a) “Case Equivalents.”

“Appearance at out-of-custody arraignment dockets, being separately compensated, shall not count as a case equivalent of any sort.”

2. The following language shall be added at the end of the currently existing section 12(e) “Compensation”:

“Attorney shall also receive compensation per out-of-custody arraignment docket for which she provide provisional representation to defendants, in the following amounts: a) \$150 for any docket lasting less than 4 hours; b) \$300 for any docket lasting 4 or more hours.”

All remaining provisions in the underlying agreement shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

This amendment shall be designated with the following identifier:
BCDC00710MSP001A4

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

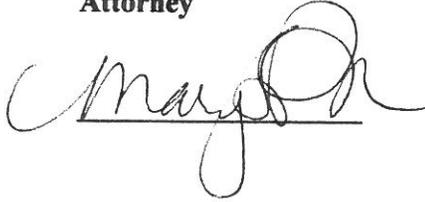
Date: _____

Date: Aug 27, 2010

Benton County

Attorney

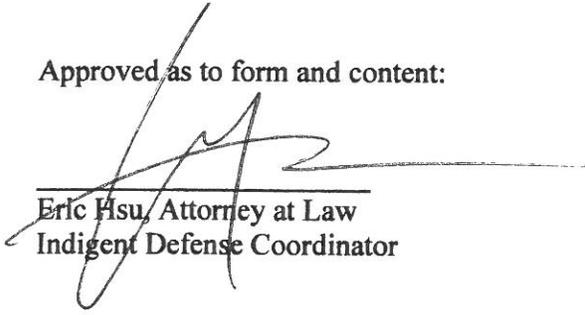
Chairman



Commissioner

Commissioner

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

Return to:
Benton County Public Works
P.O. Box 1001
Prosser, WA 99350

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:**

IN THE MATTER OF COUNTY ROADS RE: THE VACATION AND
ABANDONMENT OF UNIMPROVED ROAD RIGHT OF WAY OF CHRISTY ROAD,
CE 1940 VAC, IN SECTION 7 AND 8, TOWNSHIP 5 NORTH, RANGE 28 EAST,
W.M.

WHEREAS, Resolution No. 10-493, dated August 23, 2010, scheduled a public hearing for September 13, 2010, to consider the request of Mr. Alex Espericueta and others to vacate the following described right of way within Benton County:

A strip of land of variable width, lying south of the East and West lot lines Block 39 extended Southerly to the Northerly right of way of Christy Road, which right of way line lies 30 feet Northerly of the Christy Road Centerline, located in Section 7 and 8, T 5 N, R 28 E, WM. as recorded in the Plat of The Town of Plymouth, filed under Volume 1 Page 59 of Plats, records of Benton County Auditor filed on February 6, 1907.

WHEREAS, the County Engineer reported that the right of way had never been maintained by Benton County since the plat was recorded; and

WHEREAS, Benton County Public Works determined through a field review that the existing single approach for both lots could remain as it was grandfathered in, but a new approach, adjacent to and Easterly of the existing approach would not be allowed for Ms. Sharon T. Gray due to poor sight distance; and if the vacation was approved by the Board, the existing private encroachment approach would be located predominately on the side owned by Mr. Espericueta, leaving Ms. Gray unable to access her property off of Christy

WHEREAS, Benton County Public Works has received the easement, ready to be recorded;
NOW, THEREFORE

BE IT FURTHER RESOLVED, that the ingress/egress easement for Ms. Sharon T Gray be recorded immediately following the recording of the vacation resolution.

Dated this _____ day of _____, 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington.

SWB:LSS

K

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:**

IN THE MATTER OF COUNTY ROADS, RE: PIERT ROAD ALIGNMENT

WHEREAS, by Resolution #05-688 dated October 31, 2005, the Board of County Commissioners, after reviewing the Engineer's Report and holding public hearings, selected Alternate Route 1A as the preferred alignment for Piert Road, and

WHEREAS, after a second Engineer's Report was prepared and public hearings having been conducted, the Board approved Resolution #08-779, dated September 15, 2008 changing the selected alignment for Piert Road to accommodate Columbia Energy's proposed ethanol plant and unit train, from Alternate 1A, now known as Alternate 7, to Alternate 8, said new alignment being approximately ¼ mile East of Alternate 7, and

WHEREAS, in 2009, after Agrium, a majority property owner on both alignments, informed the County that no progress was being made on the proposed ethanol plant, there were no longer discussions being held on sale of land to Columbia Energy for the ethanol plant and they, Agrium, preferred the original alignment, the Board by Resolution #09-432, dated June 29, 2009 reslected the original alignment for Piert Road, and

WHEREAS, Union Pacific Railroad (UPRR) informed the County that they would contest the Alternate 7 and the proposed passive railroad crossing with WUTC, and

WHEREAS, it has been determined that if the alignment on the North end is shifted to a location East of the Columbia Irrigation District canal, certain crossings of the UPRR line are not necessary and UPRR has agreed to not contest the Alternate before the WUTC, and

WHEREAS, the adjoining landowners are in agreement with the location change, NOW,
THEREFORE.

BE IT RESOLVED that Alternate Route 8, as shown on the Engineer's Report dated September 20, 2005 be reselected as the preferred route for the new Piert Road alignment.

Dated this 27th day of September 2010.

Chairman

Chairman Pro-Tem

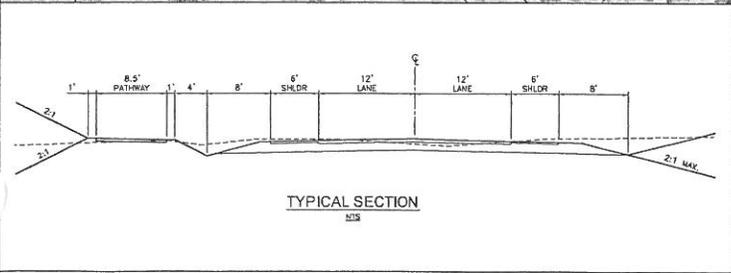
Member

Attest: _____
County
Clerk of the Board

Constituting the Board of
Commissioners of Benton County,
Washington

SWB

T.6N R.30E W.M.



BENTON COUNTY PIER ROAD EXTENSION

REVISED ALT. 8
ALIGNMENT
EXHIBIT

BENTON COUNTY AGENDA ITEM

AGENDA ITEM: _____	Type of Action		
MEETING DATE: 09/27/10	Execute Contract	_____	CONSENT AGENDA <u>X</u>
SUBJECT: Proclamation for National Adoption Day	Pass Resolution	_____	PUBLIC HEARING _____
	Pass Ordinance	_____	1 ST DISCUSSION _____
Prepared By: Pat Austin	Pass Motion	_____	2 ND DISCUSSION _____
Reviewed By: _____	Other	_____	OTHER _____
	Approve for Hearing	_____	

BACKGROUND INFORMATION

The Court is preparing for the fifth year to participate in National Adoption Day. The Benton and Franklin Counties Superior Court will be holding it's ceremony on November 19, 2010 and would like both Benton and Franklin Counties to proclaim November 19th as National Adoption Day.

SUMMARY

RECOMMENDATION

Recommend signing proclamation.

FISCAL IMPACT

MOTION

I move to declare November 19, 2010 as National Adoption Day in Benton County and sign the proclamation.

NATIONAL ADOPTION DAY PROCLAMATION

By the Board of Commissioners of Benton County, Washington;

WHEREAS, the County of Benton County recognizes the importance of giving children permanent, safe and loving families through adoption; and

WHEREAS, more than 129,000 children in the United States foster care system are waiting to be adopted; and

WHEREAS, to help these children find permanent, nurturing families, the local courts of Benton County will open their doors on National Adoption Day, Friday, November 19, 2010 to finalize the adoptions of local children and join other organizations to celebrate all adoptions; and

WHEREAS, this effort along with similar celebrations in all 50 states around the country will offer children the chance to live with stable and loving families and encourage other dedicated individuals to make a powerful difference in the lives of a child through adoption;

NOW, THEREFORE, I, James Beaver, Chairman of the Benton County Commissioners, by virtue of the authority vested in me, do hereby proclaim November 19, 2010, as NATIONAL ADOPTION DAY in this county, and in so doing, urge all citizens to join in a national effort to raise awareness about the importance of adoption.

DATED this _____ day of _____, 2010.

James Beaver, Chairman of the Board

Attest:

Leo Bowman, Member

Clerk of the Board

Max Benitz, Member

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AGENDA ITEM: Consent		TYPE OF ACTION <u>NEEDED</u>	CONSENT AGENDA <u>XX</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: 9/27/10			
SUBJECT: Interagency Agreement with the Administrative Office of the Courts for funding to reimburse the Superior Court for interpreter expenditures		Executive Contract <u>XX</u>	
		Pass Resolution <u>XX</u>	
		Pass Ordinance	
		Pass Motion	
		Other	
Prepared By:	Pat Austin		
Reviewed By:	David Sparks/ Loretta Smith- Kelty		

BACKGROUND INFORMATION

The Superior Court qualified for an interpreter funding grant from the Administrative Office of the Courts in the amount of \$15,561.00 for the period of July 1, 2010 - June 30, 2011. Benton County Commissioners will need to authorize entering into an Interagency Agreement with the State Office of Court Administration for reimbursement of qualified interpreter costs consistent with the attached agreement.

SUMMARY

RECOMMENDATION

I recommend that the Board of County Commissioners for Benton County approve the resolution and sign the Interagency Agreement #ICA11071 between the State of Washington Administrative Office of the Courts and Benton County.

FISCAL IMPACT

The State of Washington Administrative Office of the Courts will provide reimbursement to the Benton County Superior Court up to the amount of \$15,561.00 for the term of July 1, 2010 through June 30, 2011.

MOTION

I move to sign Benton County resolution no. _____ and sign Interagency Agreement #ICA11071 with the State of Washington Administrative Office of the Courts for the period of July 1, 2010 through June 30, 2011.

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF THE COMMISSIONERS OF BENTON COUNTY,
WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARD OF
BENTON COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT
#ICA11071 BETWEEN BENTON COUNTY AND THE STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS, and

WHEREAS, Patricia Austin, Superior Court Administrator, believes it is in the best interest of the Superior Court that the Agreement between State of Washington Administrative Office of the Courts and Benton County be approved as presented for a term commencing July 1, 2010 and terminating on June 30, 2011, NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County is hereby authorized to sign, on behalf of Benton County.

DATED this _____ day of _____, 2010.

BENTON COUNTY BOARD OF COMMISSIONERS

James Beaver, Chairman of the Board

Leo Bowman, Member

Max Benitz, Member

ATTEST:

Clerk of the Board

Constituting the Board of County
Commissioners, Benton County,
Washington.

INTERLOCAL COOPERATIVE AGREEMENT ICA11071
BETWEEN
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON COUNTY

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (“AOC”) and BENTON COUNTY (“Contractor”) a political subdivision of the State of Washington, for the purpose of distributing funds for court interpreter expenses to the Benton County Superior Court (“Court”).

1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

- a. “Certified Interpreter” means an interpreter who is certified by the administrative office of the courts, as defined in RCW 2.43.020 (4). The names and contact information of certified interpreters are found, and incorporated herein by reference, at www.courts.wa.gov/programs/orgs/pos/interpret/.
- b. “Registered Interpreter” means an interpreter who is registered by the administrative office of the courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at: www.courts.wa.gov/programs/orgs/pos/interpret/.
- c. “Qualified Interpreter” means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- d. “Qualifying event” means a court interpreted event meeting any of the following criteria and the Funding Conditions found, and incorporated herein by reference, at: <http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterStateFunding> :
 - If the language interpreted is a language for which there are certified spoken language interpreters, the event was interpreted by a certified interpreter who was paid fifty dollars per hour.
 - If the language interpreted is a language for which there are registered spoken language interpreters, the event was interpreted by a registered interpreter who was paid fifty dollars per hour.
 - If the language interpreted is a language for which there are registered spoken language interpreters, and the court made diligent efforts to secure a registered interpreter yet none was reasonably available, and the event was interpreted by a qualified interpreter.
 - If the language interpreted is a language for which there are no certified or registered spoken language interpreters, the event was interpreted by a qualified interpreter.
 - If the event was interpreted by a qualified sign language interpreter.

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PROCLAIMING SEPTEMBER 25 & 26, 2010, "A TIME OF REMEMBRANCE"

WHEREAS, a statewide effort is planned to honor the families and comrades of Washington's Fallen Heroes lost in the wars of Iraq and Afghanistan and the Global War on Terrorism; and

WHEREAS, this tribute, led by the "2010 Washington State Time of Remembrance" committee, in partnership with American Citizens Encouraging Support (A.C.E.S.), honors those who have died for their country and the families they left behind; and

WHEREAS, the "Time of Remembrance" gathering is for the purpose of recognizing, honoring the memories of the courageous men and women who lost their lives in the line of duty and praying for the comfort of their family and friends; and

WHEREAS, this is the fourth year for the families of Washington State brought together for a time of comfort and healing; and

WHEREAS, it is the goal to have each of our heroes' memory represented; and

WHEREAS, it is the goal to involve Benton County citizens, organizations and businesses and encourage fundraising in order to provide "scholarships" to the immediate families to cover costs for their lodging and participation for this event; **NOW THEREFORE;**

BE IT HEREBY RESOLVED that the Board of Benton County Commissioners hereby proclaims September 25 & 26, 2010, *A Time of Remembrance*.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

9:05

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>9/22/10</u>	Execute Contract	<u> </u>
Subject:	<u>Waterline</u>	Pass Resolution	<u> </u>
Prepared by:	<u>R. Rogers</u>	Pass Ordinance	<u> </u>
Reviewed by:	<u> </u>	Pass Motion	<u> </u>
		Consent Agenda	<u> </u>
		Public Hearing	<u> </u>
		1st Discussion	<u> </u> x
		2nd Discussion	<u> </u>
		Other Business	<u> </u>

BACKGROUND INFORMATION

Water Pipe Replacement

There is approximately 350 feet of water supply line that runs through the Superior Court area on both sides, the line is a two inch line which supplies all the judges chambers and other areas of Superior Court as shown on the attached drawing.

In the past two years we have experienced a number of leaks including the replacement of a 10-foot piece of this pipe. These problem leaks are getting more and more frequent as time goes by. I believe that due to the age and apparent deteriorating condition of the pipe, we have a bad accident waiting to happen at anytime, day or night. If it blew at night and was not detected until the next morning or the following Monday, it could be catastrophic.

The estimated cost to replace this pipe at this time is approximately \$40,000. It is my belief that this pipe should be replaced as soon as possible to avoid the previously mentioned situation.

This project was included in the 2009-2014 Capital Improvement Plan and is not in Facilities current Budget. I am coming to the Board for direction and funding.

